

**VIRGINIA**

**IN THE MONTGOMERY COUNTY CIRCUIT COURT**

VALIDATE CASE PAPERS  
RCPT : 19000003024  
DATE : 04/05/2019 TIME: 10:42  
CASE : 121CL19000608-00  
ACCT : HECKMAN, JESSICA  
AMT : \$277.00

**JESSICA HECKMAN  
AND  
TRINITY HECKMAN**

**Plaintiffs.**

**v.**

Case No.: <sup>CL</sup> 1900060800

**RUSHMORE LOAN MANAGEMENT SERVICES, LLC**

**SERVE REGISTERED AGENT:  
CORPORATION SERVICE COMPANY  
100 SHOCKOE SLIP FL 2  
RICHMOND, VA 23219-4100**

**AND**

**U.S. BANK NATIONAL ASSOCIATION  
AS TRUSTEE FOR THE RMAC TRUST,  
SERIES 2016-CTT**

**SERVE REGISTERED AGENT:  
CT CORPORATION SYSTEM  
4701 COX RD STE. 285  
GLEN ALLEN, VA 23060**

**Defendants.**

**COMPLAINT**

JESSICA and TRINITY HECKMAN, Plaintiffs, file this Complaint against

Rushmore Loan Management Services, LLC (hereinafter "Rushmore") and U.S. Bank

National Association as Trustee for the RMAC Trust, Series 2016-CTT (hereinafter

"U.S. Bank"), Defendants, and move this Court for judgment against the Defendants in

the amount of Ninety Thousand Two Hundred Ten Dollars (\$90,210.00) in

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compensatory damages and One Hundred Fifty Thousand Dollars (\$150,000.00) in punitive damages for the Defendants' Breaches of Contract, Tortious Interference With a Contract and Contempt of Court and in support thereof, the Plaintiffs state as follows:

1. The Plaintiffs are husband and wife and at all material times resided in Montgomery County, Virginia and still reside in Montgomery County, Virginia.
2. Jessica Heckman is a nurse and Trinity Heckman is a Police Officer.
3. The Heckmans purchased a home on June 8, 2006, said home located in Montgomery County, Virginia which was financed by Flick Mortgage, and the Deed and a Deed of Trust securing a Deed of Trust Note were duly recorded in the Clerk's Office of Montgomery County on that same date, instrument numbers 2006006892, 2006006893 respectively.
4. The original amount owed on the Deed of Trust Note by the Heckmans was One Hundred Thirty Four Thousand Two Hundred Twenty Six Dollars and Zero Cents (\$134,226.00), said Deed of Trust Note and Deed of Trust were signed under seal.
5. The initial loan servicer was SunTrust Mortgage Inc. whom the Plaintiffs sued for various violations of their Deed of Trust Note; however SunTrust Mortgage settled that law suit.
6. Some time in 2013 NationStar Mortgage, LLC (NationStar) became the loan servicer of the Plaintiffs Deed of Trust Note and also violated the terms of the Deed of Trust Note and was sued in this Court.

7. During this period of time, from 2006-2013 up to 2018, NationStar in 2016 was the agent of the owner of the Deed of Trust Note, The Federal National Mortgage Association (FannyMae), and had the full authority to negotiate modifications to that Note.

8. As agent and loan servicer for FannyMae, NationStar agreed to the following modification of the Deed of Trust Note: NationStar would be fully responsible for the payment of all escrow amounts including taxes and insurance and, most notably flood insurance, during the pendency of the lawsuit and in lieu of the payment of any principal and interest to NationStar the Plaintiffs would pay the principal and interest (1,050.00) every month into the trust account of their attorney. Said agreement and modifications were incorporated into a Court Order of this Court dated April 13, 2016.

9. Subsequently, on December 13, 2018, NationStar agreed in partial settlement of the Complaint lodged against it in this Court to pay over all the monies paid by the Plaintiffs into their attorney's trust account to the Plaintiffs.

10. Accordingly, the principal and interest paid into the Plaintiffs' attorney's trust account was thereby waived and was not due and owing to the Note holder.

11. On information and belief sometime after the Loan Modification Agreement above stated the owner of the Deed of Trust Note transferred the Deed of Trust Note to U.S. Bank who in turn transferred servicing of the Deed of Trust Note to Rushmore.

12. The Defendants were notified of the aforesaid agreements reached between FannyMae through their agent, NationStar, but in violation of that agreement and in violation of this Court's Order of April 13, 2016, and in tortious interference with the contract, between the Plaintiffs and NationStar charged the Plaintiffs for principal and interest, escrow amounts, late charges and interest for a total amount in excess of Ninety Thousand Dollars (\$90,000.00).

13. In violation of the agreements reached between NationStar and the Plaintiffs, the Defendants are now moving to foreclose on the Plaintiffs home claiming they owe almost Two Hundred Nine Thousand Dollars (\$209,000.00) which includes the Ninety plus Thousand Dollars that were improperly charged to the Plaintiffs.

**FIRST CAUSE OF ACTION**

**BREACH OF CONTRACT**

14. Plaintiffs re-allege paragraphs 1-13 as if set forth verbatim herein.

15. The Defendants breached the binding agreement entered into between the Deed of Trust Note holder through its agent, NationStar, and the Plaintiffs by failing to credit the Plaintiffs with over Ninety Thousand Dollars (\$90,000.00).

16. As a result of this breach, the Plaintiffs have suffered over Ninety Thousand Dollars (\$90,000.00) in damages;

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**COUNT II**

**TORTIOUS INTERFERENCE WITH A CONTRACT**

17. Plaintiffs re-allege paragraphs 1-16 as if set forth verbatim herein.

18. In the alternative and in addition to a Breach of Contract claim

Defendants by their actions have tortuously interfered with the contract entered into between the Deed of Trust Note holder through their agent, NationStar, by demanding payment of monies that were agreed to be credited to the Plaintiffs and threatening foreclosure.

19. Such actions by the Defendants were intentional and willful.

20. As a result of the Defendants tortious interference with the contract above specified the Plaintiffs have suffered over Ninety Thousand Dollars (\$90,000.00) in damages and request One Hundred and Fifty Thousand Dollars (\$150,000.00) in punitive damages.

**COUNT III**

**CONTEMPT OF COURT FOR VIOLATING A COURT ORDER**

21. Plaintiffs re-allege paragraphs 1-20 as if set forth verbatim herein.

22. The Defendants were made aware of this Court's Order of April 13, 2016.

23. Nonetheless, the Defendants violated this Court Order by failing to credit the principal and interest paid pursuant to this Court's Order to the Plaintiffs and by initiating foreclosure on the Plaintiffs' home and should be punished accordingly.

24. The Plaintiffs request a jury trial.

WHEREFORE, the Plaintiffs, move this Court for the following relief against the Defendants jointly and severally:

1. Ninety One Thousand Dollars (\$91,000.00) as compensatory damages;
2. One Hundred Fifty Thousand Dollars (\$150,000.00) as punitive damages;
3. Attorney's fees and costs for violation of this Court's Order and for tortuously interfering with the contract between NationStar and the Plaintiffs;
4. An injunction prohibiting any foreclosure by the Defendants against the Plaintiffs home;
5. Such other and further relief as equity deem mete.

RESPECTFULLY SUBMITTED,

JESSICA AND TRINITY HECKMAN

By:   
Of Counsel

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